

**BEFORE THE ILLINOIS COMMERCE COMMISSION**

**Docket No. 04-0469**

**Rebuttal Testimony of Deborah Fuentes Niziolek  
On Behalf of SBC Illinois  
Exhibit 7.1**

**September 8, 2004**

**ISSUES  
19, 20/24, 21, 22 and 71/72**

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**REBUTTAL TESTIMONY OF DEBORAH FUENTES NIZIOLEK**  
**ON BEHALF OF SBC ILLINOIS**

**I. INTRODUCTION**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Deborah Fuentes Niziolek. My business address is 350 N. Orleans, Chicago, IL 60654.

**Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN THIS DOCKET?**

A. Yes, I submitted direct testimony on August 17, 2004.

**Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

A. The purpose of my Rebuttal testimony is to respond to portions of the testimony of Staff witness Dr. James Zolnierrek, in which he addresses the following UNE Issues: 19, 20/24, 21, 22 and 71/72. I will not, however, respond here to all of the comments made by Dr. Zolnierrek regarding these and other issues that I discussed in my direct testimony. Much of Dr. Zolnierrek's testimony is legal in nature and SBC Illinois will respond to that testimony in its briefs. Accordingly, the lack of a response in this rebuttal testimony to certain comments made by Dr. Zolnierrek should not be construed as an agreement with those comments.

**II. UNE ISSUES**

**UNE ISSUE 19**

**Under what circumstance is SBC ILLINOIS obligated to perform the functions necessary to carry out commingling?**

**CONTRACT REFERENCE: 7.3.1; 7.3.1.1; 7.3.1.2**

**Q. PLEASE SUMMARIZE YOUR UNDERSTANDING OF DR. ZOLNIEREK'S TESTIMONY REGARDING THIS ISSUE.**

A. Dr. Zolnerek comments on SBC Illinois's proposed UNE Appendix Section 7. 3.1, which identifies the following six conditions under which SBC Illinois should have no obligation to perform functions necessary to Commingle (or to complete the actual Commingling):

“(i) MCIm is able to perform those functions itself; or (ii) it is not technically feasible, including that network reliability and security would be impaired; or (iii) SBC Illinois' ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iv) SBC Illinois would be placed at a disadvantage in operating its own network; or (v) it would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC Illinois' network; or (vi) CLEC is a new entrant and is unaware that it needs to Commingle to provide a telecommunications service, but such obligation under this Section ceases if SBC ILLINOIS informs MCIm of such need to Commingle.”

Dr. Zolnerek concludes that conditions (ii), (iii) and (v), above, appear to be entirely consistent with the FCC's rules and regulations and recommends that these conditions be approved by the Commission. For various reasons, however, Dr. Zolnerek recommends that the Commission reject conditions (i), (iv) and (v). Some of the comments made by Dr. Zolnerek in support of this latter recommendation are legal in nature and will be addressed by SBC Illinois in the briefing stage of this proceeding.

56 **Q. IN SUPPORT OF HIS RECOMMENDATION THAT SBC ILLINOIS**  
57 **CONDITION ( I ) BE REJECTED, DR. ZOLNIEREK ASSERTS THAT YOU**  
58 **HAVE PROVIDED NO “EVIDENCE REGARDING WHETHER MCI IS**  
59 **ACTUALLY ABLE TO COMPLETE COMBINATIONS FOR ITSELF, OR**  
60 **WHAT STEPS SBC WILL TAKE TO ENABLE MCI TO DO SO, OR FURTHER**  
61 **WHAT CHARACTERISTICS OF MCI ENABLE IT TO ACTUALLY TAKE**  
62 **ADVANTAGE OF ANY STEPS THAT MIGHT BE TAKEN BY SBC TO ENABLE**  
63 **MCI TO COMBINE ELEMENTS FOR ITSELF.” STAFF EX. 6.0 AT LINES 795-**  
64 **800. DO YOU HAVE ANY COMMENTS IN REPOSE?**

65 A Yes. SBC Illinois provided Staff with information responsive to Dr. Zolnierek’s concerns  
66 in response to Staff Data Request Number 7, which requested as follows: “Please provide  
67 an explanation of what steps a collocated CLEC would need to perform to in order to  
68 commingle a UNE loop with access circuits. Include in your response examples of  
69 typical configurations that might be requested and diagrams depicting such  
70 configurations.” A copy of that response is being sponsored by Mr. Albright in his  
71 rebuttal testimony. As indicated by Mr. Albright, the response identifies the steps that  
72 SBC Illinois would take to enable MCI to complete the commingling for itself in a  
73 collocation setting. This issue is further discussed by Mr. Albright.

74  
75 **Q. IN LINES 816-821, DR. ZOLNIEREK QUESTIONS THE INCLUSION OF SBC**  
76 **ILLINOIS LANGUAGE FOR CONDITION (VI ). DO YOU HAVE ANY**  
77 **COMMENTS IN RESPONSE?**

78 A Yes. Here, Dr. Zolnierek is questioning the inclusion of the following language:  
79 *“CLEC is a new entrant and is unaware that it needs to commingle to provide a*  
80 *telecommunications service, but such obligation under this section ceases if SBC Illinois*  
81 *informs MCI of such need to commingle”*. This language was developed based on SBC  
82 Illinois’ understanding of the *Verizon* decision. Contrary to Dr. Zolnierek’s suggestion,

83 this language was not intended to allow SBC Illinois to refuse to combine UNEs or to  
84 commingle UNEs with wholesale services in situations in which MCI is unable to  
85 perform that work for itself. Rather, the language was intended to identify an exception  
86 for certain “new entrants” to condition (i), which provides that SBC Illinois is not  
87 required to complete commingling in situations where the CLEC is able to commingle for  
88 itself. Because MCI is not a “new entrant”, however, the language of condition (vi)  
89 would not apply in the context of the Agreement at issue in this case. Therefore, SBC  
90 Illinois can agree to remove condition (vi).

91  
92 **Q. IN LINES 832-846 OF HIS TESTIMONY, DR. ZOLNIEREK EXPLAINS WHY**  
93 **HE BELIEVES THAT YOUR “COMMENTS REGARDING POTENTIAL**  
94 **‘GAMING’ BY MCI ARE ALSO UNSUPPORTED”. DO YOU HAVE ANY**  
95 **COMMENTS IN RESPONSE TO THIS PORTION OF DR. ZOLNIEREK’S**  
96 **TESTIMONY?**

97 **A** Yes. I believe that Dr. Zolnierrek may have misconstrued my testimony. The purpose of  
98 my testimony was not to accuse MCI of potential “gaming”. Rather, I was attempting to  
99 explain why the limitations on SBC Illinois’ obligations to perform the work of  
100 commingling and of combining UNEs should be consistent with one another in order to  
101 avoid the potential for confusion and disputes between the parties, as well as  
102 gamesmanship. It is not clear to me that Dr. Zolnierrek disagrees in principle with the  
103 need for such consistency. In fact, in discussing SBC Illinois’ proposed contract  
104 provisions applicable to UNE combinations, Dr. Zolnierrek recommends the adoption of  
105 the same conditions for new UNE combinations as he recommends for commingling.  
106 Staff Ex. 6.0 at lines 1417-1424. In this regard, the concern that I expressed in my  
107 testimony was not that “MCI might substitute a 251 UNE for another wholesale service

in order to get SBC to do the combining”. Staff Ex. 6.0 at lines 834-837. In fact, the example I provided was just the opposite. I noted that, if the conditions governing SBC Illinois’ obligations to do the work of commingling UNEs with wholesale services were less stringent than the conditions applicable to SBC Illinois’ obligations to perform the work of combining UNEs, a legitimate refusal by SBC Illinois to combine UNEs might in some situations be avoided by MCI if were to substitute a wholesale service for one of the UNEs to be combined. SBC Illinois Ex. 7.0 at lines 432-435.

**UNE ISSUES 20 AND 24**

**ISSUE 20: Is the BFR the appropriate vehicle for submitting certain commingling requests?**

**CONTRACT REFERENCE: 7.3.2 et. seq.**

**ISSUE 24: What processes should apply to commingling requests?**

**CONTRACT REFERENCE: 7.8**

**Q AT LINES 962-979 OF HIS TESTIMONY, DR. ZOLNIEREK TAKES ISSUE WITH MY TESTIMONY SUPPORTING USE OF THE BFR PROCESS FOR COMMINGLED ARRANGMENTS. DO YOU HAVE ANY COMMENTS IN RESPONSE TO DR.ZOLNIEREK’S TESTIMONY IN THIS REGARD?**

**A** Yes. Dr. Zolnierrek states that I did not provide details on how many commingling orders will be directed to the BFR process. In response, I would note that the number of commingling requests subject to the BFR process will be dependent on CLEC business plans and needs to which I am not privy. As I explained in my Direct Testimony, it is necessary to include language applying the BFR process to commingling requests because it is “impossible for SBC Illinois to anticipate every type of Commingled Arrangement that MCI or any CLEC, may actually want to order”. I am not suggesting that SBC Illinois will not work with MCI or any CLEC to develop and provision a

specifically requested commingled arrangement. At this point in time, however, we cannot predict every type of commingling arrangement that MCI or any other CLEC may request.

Additionally, the requested types of UNEs, facilities, and/or services to be commingled may or may not have the same ordering/provisioning/billing requirements and functionalities. In other words, the three systems may not be able to “speak” to each other on an immediate basis, and therefore, may need to be enhanced or changed. For example, the CFA ( circuit facility assignment) may need to be physically changed; retagging of circuits may need to be physically completed; SBC internal systems (TIRKS, WAFA, etc.) may need to be updated and associated orders issued, internal methods and procedures updated and trained on to ensure operational knowledge and effectiveness, sufficient testing performed to ensure everything works as planned and finally, in some cases, collocation may need to be added (to comply with the FCC’s mandatory eligibility criteria, FCC Rule 51.318(b)). These system changes and edits cannot happen overnight, particularly where programming work is needed, and cannot be completely anticipated at this time since the full scope of the types of commingling arrangements that may be requested by CLECs is unknown and we cannot begin to identify and define internally all of the changes that may be needed to accommodate those unknowns.

Furthermore, I disagree with Dr, Zolnierrek’s assertion that under SBC Illinois’ proposal “all commingling requests, even those likely to be commonplace in the future, are subject to the BFR process”. Staff Ex. 6.0 at lines 1033-1034. As I discussed in my Direct



160       Testimony, the BFR process would apply “only when MCI requests a UNE, UNE  
161       combination or a Commingled Arrangement that is not currently available (either for  
162       ordering or provisioning).” As I further explained, SBC Illinois is in the process of  
163       developing a list of standard Commingled Arrangements that will be made available in  
164       the CLEC Handbook and posted on SBC Illinois’ CLEC on line web-site. Once that list is  
165       included in the CLEC Handbook or posted on-line, whichever is earlier, CLECs will be  
166       able to submit orders for any Commingled Arrangements on that list without the need to  
167       issue a BFR. This process will be completed before the Agreement at issue in this case is  
168       likely to become effective. Accordingly, it is not correct to suggest that, in the future, all  
169       commingling requests will be subject to a BFR process.

170  
171       Moreover, once a BFR has been established and worked, and an end product developed,  
172       there is no longer a need for a BFR for that end product in the future, because the offering  
173       will have been sufficiently developed to accommodate subsequent requests for that  
174       commingled arrangement. Likewise with once-established commingled arrangements:  
175       once worked and developed, an established, commingled arrangement will be available  
176       again to the requesting CLEC and to other CLECs, without the need for an additional  
177       BFR, so long as any of the criteria established by the FCC for commingled arrangements  
178       are met by the requesting CLEC.

179  
180       **Q.     AT LINES 1036-1044, DR. ZOLNIEREK RECOMMENDS THAT THE**  
181       **COMMISSION ORDER SBC ILLINOIS “TO, WITHIN 30 DAYS OF A**  
182       **REQUEST, DEVELOP RATES, TERMS AND CONDITIONS FOR**  
183       **PROVISIONING OF A COMMINGLING REQUEST AND PROVIDE THOSE**  
184       **RATES, TERMS AND CONDITIONS TO MCI” AND THAT, “IN**

**CIRCUMSTANCES WHERE IT CANNOT RESPOND TO SUCH A REQUEST  
WITHIN 30 DAYS, SBC BEAR THE BURDEN OF PROOF DEMONSTRATING  
THAT IT CANNOT FEASIBLY DO SO.” DO YOU AGREE WITH DR.  
ZOLNIEREK’S RECOMMENDATION?**

A. No. As I discussed in response to the previous questions, SBC is already developing a list of types of commingled arrangements for which standard processes are being developed and made available in the CLEC Handbook and posted on-line and for which a BFR will not be required. Thus, the types of commingling arrangements that will be subject to the BFR process are those that are “non-standard” and for which, as I have previously discussed, a variety of system enhancements or changes are likely to be needed in order to accommodate a particular request. This is not simply of matter of connecting one physical facility with another. As explained above, the supporting processes, systems, and procedures need to be developed and in place so that the commingled arrangement works, its segments inventoried to ensure it can be maintained and troubleshot, that the CLEC is billed appropriately, etc. Moreover, in light of legal developments, such as the TRO and USTA II decisions, affecting the classification of network elements as UNEs, there will need to be a review of each request for a network element to determine whether or not the element is even available as a UNE, much less at what terms and conditions.

For these reasons, thirty days is not an adequate period of time to review, determine availability and provide agreed upon terms for those commingling requests that would be the subject of BFR requests. As with a request for an unknown UNE or UNE combination, numerous internal groups within SBC Illinois’s organization will need to

be involved in developing a comprehensive response to the CLEC. In this regard, a commingled arrangement is not simply a billing change; in many cases, there can be a great deal of hands-on intervention on the part of SBC Illinois to provide the request. Until SBC Illinois actually goes through the process of providing a couple of CLEC specified commingled arrangements throughout the BFR process, SBC Illinois at this time cannot say that these requests can actually be done in less than 120 days. However, SBC Illinois is always willing to review the process and try to determine what can be done to speed up the provisioning of the individual commingled arrangements.

**UNE ISSUE 21**

**Which Party's "ratcheting" proposal should be included in this Agreement?**  
**CONTRACT REFERENCE: 7.5.1**

**Q. PLEASE STATE YOUR UNDERSTANDING OF DR. ZOLNIEREK'S RECOMMENDATION FOR UNE ISSUE 21.**

A. UNE Issue 21 involves the language to be included in UNE Appendix Section 7.5.1, Ratcheting. Dr. Zolnierек recommends that the Commission adopt language proposed by both SBC Illinois and MCI. Staff Ex. 6.0 at lines 1091-1100.

**Q. CAN SBC ILLINOIS ACCEPT THIS RECOMMENDATION?**

A. Yes. SBC Illinois is not opposed to Mr. Zolnierек's recommendation.

**Q. BASED ON DR. ZOLNIEREK'S RECOMMENDATION, WHAT LANGUAGE SHOULD BE INCLUDED IN SECTION 7.5.1 OF THE UNE APPENDIX?**

A. The language to be included in this ICA is shown below as follows:

7.3 Ratcheting

“Ratchet” or “Ratcheting” is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When MCI purchases Commingled unbundled Network Elements and wholesale services from SBC ILLINOIS, SBC ILLINOIS shall charge the rates for Lawful UNEs (or Lawful UNE combinations) Commingled with facilities or services obtained at wholesale (including for example special access services) on an element-by-element basis and such facilities and services on a facility-by-facility, service-by-service basis. Notwithstanding its obligations to Commingle under this Section, SBC ILLINOIS is not required to and shall not “ratchet” individual facilities or unbundled Network Elements; provided, however, that the lack of a ratcheting requirement does not permit SBC ILLINOIS to deny or refuse MCI access to an unbundled Network Element or a Combination of unbundled Network Elements on the grounds that such unbundled Network Element(s) share part of SBC ILLINOIS’s network with access or other non-unbundled Network Element services.

**UNE ISSUE 22**

**Which party’s proposal about tariff restrictions should be included in the Agreement?**

**CONTRACT REFERENCE: 7.6.1**

**Q. FOR ISSUE 25, MR. ZOLNIEREK RECOMMENDS REJECTION OF THE LANGUAGE PROPOSED BY BOTH SBC ILLINOIS AND MCI FOR SECTION 7.6.1, “TARIFFS”. WHAT IS YOUR RESPONSE?**

**A** SBC Illinois fully supports Dr. Zolnierrek’s recommendation to reject the disputed language proposed by MCI. In addition, SBC Illinois will accept Dr. Zolnierrek’s proposal to remove the language proposed by SBC Illinois for Section 7.6.1. As a result, Section 7.6.1 should be shown in the Agreement as being “intentionally omitted”.

**UNE ISSUES 71 AND 72**

**ISSUE 71:**

**SBC: See UNE issue 72 and 73**

**MCIIm: Which Party's Combination language should be included in the Agreement?**

**CONTRACT REFERENCE: MCIIm: 2.2.10; 21 (all);**

**ISSUE 72:**

**SBC: Should SBC ILLINOIS be required to provide UNE combinations where MCIIm is able to make the combination itself, or other than as specified in the TRO?**

**CONTRACT REFERENCE: 2.2.10; 21.1; 21.2.6; 21.2.7**

**MCIIm: See UNE issue 71**

**Q. DO YOU HAVE ANY COMMENTS IN RESPONSE TO DR. ZOLNIEREK'S TESTIMONY CONCERNING UNE ISSUES 71 AND 72?**

A. Yes. UNE Issues 71 and 72 primarily involve disputes over the proper language for UNE Appendix Section 21, which contains terms and conditions related to UNE combinations. Much of Dr. Zolnierrek's testimony on this matter raises legal issues that SBC Illinois will address on brief. I will, however, respond to a few of Dr. Zolnierrek's comments.

First, Dr. Zolnierrek responds to my testimony in which I discussed the need to include in Sections 21.2.5.1 through 21.2.5.5, the same *Verizon* conditions governing SBC Illinois' obligations to perform the work of combining UNEs on behalf of MCI that SBC Illinois has proposed in Section 7.3.1 for commingling. Consistent with his testimony in connection with UNE Issue 19 related to commingling, Dr. Zolnierrek recommends that the Commission approve the sections under which SBC Illinois would be relieved of the obligation to perform combination work where it is not technically feasible (section 21.2.5.1); SBC Illinois' ability to retain responsibility for the management, control, and performance of its network would be impaired (section 21.2.5.2); or it would undermine the ability of other telecommunications carriers to obtain access to Lawful UNEs or to

interconnect with SBC Illinois' network (section 21. 2.5.4). Staff Ex. 6.0 at lines 1417-1424. Dr. Zolnierrek, however, recommends rejection of the sections that provide that SBC Illinois would not be required to perform the combining work where MCI is able to perform that work itself (section 21.2.5.5.1); or SBC Illinois would be placed at a disadvantage in operating its own network (section 21.2.5.2). Dr. Zolnierrek also recommends rejection of section 21.2.6.1, which provides that MCI is deemed to be able to combine for itself where the UNEs MCI wants to be combined are available to MCI at a SBC Illinois premises where MCI is physically collocated or has an on-site adjacent collocation arrangement. Staff Ex. 6.0 at lines 1426-1434. In support of these recommendations, Dr. Zolnierrek does not provide any further explanation beyond his analysis of UNE Issue 19. Staff Ex. 6.0 at lines 1273-1276. For the reasons I have discussed above in response to Dr. Zolnierrek's testimony regarding UNE 19, SBC Illinois disagrees with his recommendations with respect to sections 21.2.5.5.1, 21.2.5.2 and 21.2.6.1. SBC Illinois, however, does not object to Dr. Zolnierrek's recommendation that section 21.2.5.5.2 (which refers to a particular situation involving "new entrants") be removed since MCI is not a "new entrant."

Second, Dr. Zolnierrek indicates that it is not clear from my testimony whether it is SBC Illinois' position that it should be required to provide the new combinations of network elements listed in the Draft I2A. Staff Ex. 6.0 at lines 1253-1256, fn. 119. To clarify, SBC Illinois' position is that, consistent with its understanding of the Commission's interpretation of Section 13-801(d)(3), SBC Illinois should have no obligation to provide new combinations of network elements, including those identified in the I2A, if such

325 combinations include network elements that SBC Illinois is not required to unbundle.  
326 This is a legal issue that will be addressed on brief. The purpose of my testimony here is  
327 simply to clarify that, by identifying those combinations of network elements that are not  
328 listed in the I2A, I did not intend to suggest that SBC Illinois should be required to  
329 provide I2A combinations that include network elements that have been declassified as  
330 UNEs. Rather, my intent was to indicate that even if one were to interpret Section 13-  
331 801(d)(3) as requiring SBC Illinois to provide the I2A combinations regardless of  
332 whether that elements that comprise those combinations are still considered UNEs (an  
333 interpretation with which SBC Illinois disagrees), that interpretation alone would not  
334 support MCI's proposal to include in Section 21.4.5 a number of network element  
335 combinations that are not listed in the Draft I2A.

336  
337 Third, Dr. Zolnierек asserts that I provided "no indication of what combinations [SBC  
338 Illinois] is specifically taking exception to" in connection with my statement that it is  
339 SBC Illinois' position that Section 13-801(d)(3) does not require it to provide  
340 combinations of network elements that SBC Illinois is not lawfully required to provide on  
341 an unbundled basis. Staff Ex. 6.0 at lines 1330-1335. I believe that I did provide such an  
342 indication at pages lines 728- 739 of my direct testimony, where I explained that SBC  
343 Illinois takes exception to all of the new combinations listed in MCI's proposed section  
344 21.4.5 because they all include switching elements that have been declassified as UNEs.  
345 I further pointed out that at least three of the combinations listed in MCI's section 21.4.5  
346 include switch port types associated with enterprise market switching (ISDN prime port,  
347 digital trunk port, and ULS trunk port), which is inconsistent with the TRO's finding of

non-impairment with respect to “enterprise market switching”. It is also inconsistent with the fact that MCI has agreed that “enterprise market switching” is not a UNE to which MCI is entitled under the ICA being arbitrated in this case, as pointed out by Mr. Silver in his rebuttal testimony.

I understand that Dr. Zolnierrek has taken the position that, in light of the FCC’s August 20, 2004 interim rule, my direct testimony in this regard is “moot” as it relates to mass market switching. Staff Ex. 6.0 at lines 1315-1319. Dr. Zolnierrek also suggests that SBC Illinois should be required to continue to provide UNE combinations that include “enterprise market switching” despite the fact that it has been declassified as a UNE. Staff Ex. 6.0 at lines 1360-1376. Dr. Zolnierrek’s testimony in this regard raises legal issues that will be addressed by SBC Illinois on brief.

**Q. AT LINES 1448-1454 OF HIS TESTIMONY, DR. ZOLNIERREK RECOMMENDS THE ADOPTION OF SBC ILLINOIS’ PROPOSED LANGUAGE FOR SECTION 2.2.10, SUBJECT TO BEING AMENDED TO STATE THAT “SBC MAY NOT SEPARATE NETWORK ELEMENTS BASED ON ITS ANTICIPATION THAT MCI WILL REQUEST THE COMBINATIONS (FOR EXAMPLE, BASED ON MCI’S REQUEST FOR PREORDER INFORMATION).” DO YOU HAVE ANY COMMENTS IN RESPONSE TO THIS RECOMMENDATION?**

**A.** Yes. SBC Illinois finds Staff’s recommended modification to be acceptable. To implement it, SBC Illinois’ proposed section 2.2.10 should be revised as follow:

**2.2.10 except upon request of MCI<sub>m</sub>, SBC ILLINOIS SHALL NOT SEPARATE MCI<sub>m</sub>-REQUESTED LAWFUL UNEs THAT ARE CURRENTLY COMBINED; NOR SHALL SBC ILLINOIS SEPARATE SUCH CURRENTLY COMBINED LAWFUL UNEs BASED ON ITS ANTICIPATION THAT MCI<sub>m</sub> WILL REQUEST THOSE UNEs (FOR EXAMPLE, BASED ON MCI’S REQUEST FOR PREORDER INFORMATION). (47 CFR § 51.315(b)). SBC ILLINOIS is not otherwise**



prohibited from or limited in separating any Lawful UNEs not requested by  
MCI or a Telecommunications Carrier, including without limitation in  
order to provide a Lawful UNE(s) or other SBC ILLINOIS offering(s).

**III. CONCLUSION**

**Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

**A.** Yes it does.